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LAW OFFICES

ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

(202) 393-2266

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD\*  
CHARLES T. KAPPLER  
JOHN H. DOYLE\*  
RICHARD N. BAGENSTOS  
JAMES C. MARTIN, JR.\*

\*ALSO ADMITTED IN NEW YORK  
\*ALSO ADMITTED IN MARYLAND

OF COUNSEL  
URBAN A. LESTER

CABLE ADDRESS  
"ALVORD"

TELEX  
440367 A AND A

TELEFAX  
(202) 393-2156

October 6, 1989

RECORDATION NO. 16024-16025

OCT 6 1989 - 12 35 PM

INTERSTATE COMMERCE COMMISSION

Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two fully executed original copies of a Sixth Supplemental Indenture dated as of October 2, 1989, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document relates to the Trust Indenture dated September 15, 1988, which was filed and recorded with the Commission on November 14, 1988 and assigned Recordation Number 16024.

The names and addresses of the parties to the enclosed document are:

Trustee: The Royal Trust Company  
P.O. Box 7500  
Station A  
Toronto, Ontario M5W 1P9  
CANADA

Company: SLX Canada Inc.  
1500 Bow Valley Square IV  
250 6th Avenue S.W.  
Calgary, Alberta T2P 3H7  
CANADA

Also enclosed is a check in the amount of \$15 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

*CT. Kappler*  
*Chandler*

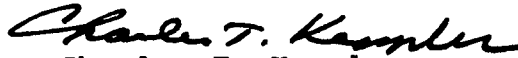
Ms. Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
October 6, 1989  
Page Two

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Sixth Supplemental Indenture dated as of October 2, 1989 providing for the issue of Series 89-1 Class C Subordinated Debentures.

Very truly yours,

  
Charles T. Kappler

Enclosures

13024-En  
RECORDED BY \_\_\_\_\_ FILED 1425

OCT 6 1989 -12 35 PM

INTERSTATE COMMERCE COMMISSION

MADE AS OF OCTOBER 2, 1989

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SLX CANADA INC.

- and -

THE ROYAL TRUST COMPANY

Trustee

---

SIXTH SUPPLEMENTAL INDENTURE

Supplemental to

TRUST INDENTURE DATED SEPTEMBER 15, 1988

and providing for the issue of

SERIES 89-1 CLASS C SUBORDINATED DEBENTURES

2, 1989      **THIS SIXTH SUPPLEMENTAL INDENTURE** made as of October

**BETWEEN :**

**SLX CANADA INC.**, a corporation formed under  
the Canada Business Corporations Act  
(the "Company")

OF THE FIRST PART,

-and-

**THE ROYAL TRUST COMPANY**, a trust company  
incorporated under the laws of Quebec  
(the "Trustee")

OF THE SECOND PART,

**WHEREAS** by a trust indenture (herein referred to as the "Principal Indenture") made the 15th day of September, 1988 between the Company and the Trustee, provision was made for the issue in series of Class C Subordinated Debentures;

**AND WHEREAS** pursuant to the Principal Indenture and a supplemental indenture made as of November 1, 1988 between the Company and the Trustee (the "First Supplemental Indenture"), the Company issued \$15,000,000 principal amount of Series 88-1 Class A Debentures and \$4,370,000 principal amount of Series 88-2 Class A Debentures, respectively;

**AND WHEREAS** pursuant to a supplemental indenture made as of December 23, 1988 between the Company and the Trustee (the "Second Supplemental Indenture"), the Company issued \$3,656,643.51 principal amount of Series 88-1 Class B Debentures;

**AND WHEREAS** pursuant to a supplemental indenture made as of March 1, 1989 between the Company and the Trustee (the "Third Supplemental Indenture"), the Company issued \$9,000,000 principal amount of Series 89-1 Class A Debentures;

**AND WHEREAS** pursuant to a supplemental indenture made as of March 27, 1989 between the Company and the Trustee (the "Fourth Supplemental Indenture"), the Company issued \$8,026,184.45 principal amount of Series 89-1 Class B Debentures;

AND WHEREAS pursuant to a supplemental indenture made as of July 17, 1989 between the Company and the Trustee (the "Fifth Supplemental Indenture"), the Company issued \$15,000,000 principal amount of Series 89-2 Class A Debentures, \$4,200,000 principal amount of Series 89-3 Class A Debentures and \$9,350,000 principal amount of Series 89-4 Class A Debentures;

AND WHEREAS the board of directors of the Company by resolution authorized the creation and issue of an additional series of Class C Subordinated Debentures upon the terms set forth in this Sixth Supplemental Indenture and the Company has requested the Trustee to execute this Sixth Supplemental Indenture for the purposes hereinafter appearing;

AND WHEREAS all things necessary have been done and performed to authorize the execution of this Sixth Supplemental Indenture and to make the same effective and binding upon the Company and to make the additional Class C Subordinated Debentures, when certified by the Trustee and issued as in this Sixth Supplemental Indenture provided, valid, binding and legal obligations of the Company with the benefit and subject to the terms of the Principal Indenture as supplemented by the First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental Indenture, Fourth Supplemental Indenture, Fifth Supplemental Indenture and this Sixth Supplemental Indenture;

AND WHEREAS the foregoing recitals are made as representations and statements of facts by the Company and not by the Trustee;

AND WHEREAS these presents are to be executed and delivered by the parties hereto by way of supplement to the Principal Indenture in order to provide for the issue of the Series 89-1 Class C Subordinated Debentures to be issued as herein provided.

NOW THEREFORE THIS SIXTH SUPPLEMENTAL INDENTURE WITNESSETH and it is hereby agreed and declared as follows:

**ARTICLE ONE**

**INTERPRETATION**

**Section 1.01** To be read with Principal Indenture. This Sixth Supplemental Indenture is supplemental to the Principal Indenture, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Fifth Supplemental Indenture and shall hereafter be read together and shall have effect as if all the provisions thereof and hereof were contained in one instrument.

**Section 1.02** Definitions. In this Sixth Supplemental Indenture, unless there is something in the context inconsistent therewith:

- (a) "Indenture" (when not qualified by the word "Principal" or the word "Supplemental"), "herein", "hereby", "hereof", "hereunder" and similar expressions mean or refer to the Principal Indenture and all indentures, deeds or other instruments supplemental or ancillary thereto, including this Sixth Supplemental Indenture;
- (b) "New Debentures" means Series 89-1 Class C Subordinated Debentures of the Company the issue of which is provided for herein;
- (c) the expressions "Article" and "Section" followed by a number mean and refer to the specified Article or Section of this Sixth Supplemental Indenture unless otherwise expressly stated; and
- (d) other expressions defined in the Indenture shall have the same meanings when used in this Sixth Supplemental Indenture.

**ARTICLE TWO**

**ISSUE AND DELIVERY OF NEW DEBENTURES**

**Section 2.01** Terms of Series 89-1 Class C Subordinated Debentures

(1) The series of Class C Subordinated Debentures to be issued hereunder shall consist of and be limited to Debentures in the aggregate principal amount of \$15,000,000 and shall be designated "Series 89-1 Class C Subordinated Debentures". Such Debentures shall be issued only as fully registered Debentures

in denominations of a minimum of \$150,000 and no set multiples, shall be substantially in the form set out in Schedule A and shall bear such distinguishing letters and numbers as the Trustee may approve.

(2) The Series 89-1 Class C Subordinated Debentures shall be dated as of the date of issue, shall mature on October 1, 2013, and shall bear interest on the unpaid principal amount thereof from the date of issue at the rate of 10.05% per annum (both before and after demand, default and judgment with interest on overdue interest at the same rate) accruing from day to day and calculated and compounded half-yearly on April 1 and October 1 of each year, on the principal amount thereof remaining unpaid from time to time. Such interest shall be payable to the extent of two per cent per annum payable half-yearly in arrears on April 1, 1990 (the payment on such date to be composed of the two percent per annum rate applied from the date of issue to April 1, 1990), on October 1, 1990 (the payment on such date to be composed of the two percent per annum rate applied for one half-year) and thereafter half-yearly on April 1 and October 1 of each year. The balance of all accrued and unpaid interest shall be paid on October 1, 2013.

(3) Provided that no default has occurred and is continuing, the Company shall prepay all or any part of the accrued and unpaid interest on the Series 89-1 Class C Subordinated Debentures to the extent that the Company has funds available to do so, provided also that (a) there are no preferred shares of the Company outstanding, and (b) the Trustee has received certificates, similar to the certificates required under Section 3.03(3)(c) of the Principal Indenture with respect to the New Issue Tests, certifying that after giving effect to such payment (together with a hypothetical payment of \$1,000,000 made at the same time) the New Issue Tests are met as calculated at the date of the certificates.

(4) The Series 89-1 Class C Subordinated Debentures are subject to retraction in accordance with Article Four of the Principal Indenture.

(5) Subject to the provisions of Section 2.13 of the Principal Indenture, the Series 89-1 Class C Subordinated Debentures may be assigned in whole or in part by the holders thereof at any time in their sole discretion.

### ARTICLE THREE

#### COVENANTS OF THE COMPANY

**Section 3.01** The Company hereby covenants, represents and warrants to the Trustee, for the benefit of the Trustee and the Debenture holders, that:

(1) this Sixth Supplemental Indenture has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company;

(2) the New Debentures have been duly authorized by the Company and, when duly executed, authenticated, issued, certified and delivered in accordance with the Principal Indenture and this Sixth Supplemental Indenture, will constitute valid and legally binding obligations of the Company, entitled to the benefit provided by the Indenture; and

(3) the Company is not in default (as that term is defined in the Principal Indenture) under the Indenture.

### ARTICLE FOUR

#### CONFIRMATION OF SECURITY

**Section 4.01** As security for the due payment of the principal of and interest (including interest on amounts in default) on the Debentures issued and certified hereunder, but subject to the exception specified in Section 6.03 of the Principal Indenture and subject to Permitted Liens, the Company hereby mortgages, hypothecates, pledges, assigns and charges, as and by way of a floating charge, to and in favour of the Trustee, the Mortgaged Property mortgaged, hypothecated, pledged, assigned and charged under the Principal Indenture; and, for greater certainty, the Company confirms the security constituted by the Principal Indenture and that such security is and continues to be held under the Principal Indenture as supplemented and amended by this Sixth Supplemental Indenture as security for the payment of the principal of and interest (including interest on amounts in default) on the Debentures from time to time issued and certified under the Indenture and all other moneys for the time being and from time to time owing on the security thereby constituted and the due performance of the obligations of the Company contained in the Indenture, but subject to the exceptions specified in Section 6.03 of the Principal Indenture and subject to Permitted Liens.



**ARTICLE FIVE**

**MISCELLANEOUS**

**Section 5.01      Acceptance of Trust**    The Trustee hereby accepts the trusts in this Sixth Supplemental Indenture declared and provided for and agrees to perform the same upon the terms and conditions and subject to the provisions set forth in the Principal Indenture.

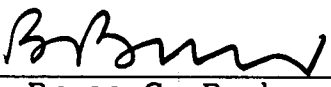
**Section 5.02      Counterparts and Formal Date**    This Sixth Supplemental Indenture may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear date as of October 2, 1989.

**IN WITNESS WHEREOF** the parties hereto have executed these presents under their respective corporate seals and the hands of their proper officers in that behalf.


**SLX CANADA INC.**

By:   
Name: Paul J.D. Miller  
Title: Director

c/s

and by:   
Name: Bruce C. Barker  
Title: Director

**THE ROYAL TRUST COMPANY**

By:   
Authorized Signatory

c/s

By:   
Authorized Signatory

**SCHEDULE A**

**FORM OF SERIES 89-1 CLASS C SUBORDINATED DEBENTURES**

**SLX CANADA INC.**

(Incorporated under the laws of Canada)

**Series 89-1 Class C Subordinated Debenture**

**Due on October 1, 2013**

NO.

\$

SLX CANADA INC. (hereinafter referred to as the "Company") for value received acknowledges itself indebted and hereby promises to pay to the registered holder hereof on October 1, 2013 or on such earlier date as the principal amount hereof may become due in accordance with the provisions of the trust indenture hereinafter mentioned, upon presentation and surrender of this Debenture, the principal sum of \$ in lawful money of Canada, and to pay interest on the principal amount hereof from the date of issue of this Debenture at the rate of 10.05% per annum (both before and after demand, default and judgment with interest on overdue interest at the same rate) accruing from day to day and calculated and compounded semi-annually on April 1 and October 1 of each year. Such interest shall be payable to the extent of two per cent per annum payable half-yearly in arrears on April 1, 1990 (the payment on such date to be composed of the two per cent per annum rate applied from the date of issue to April 1, 1990), on October 1, 1990 (the payment on such date to be composed of the two per cent per annum rate applied for one half-year) and thereafter half-yearly on April 1 and October 1 of each year. The balance of accrued and unpaid interest shall be paid on October 1, 2013 in lawful money of Canada. The Company shall prepay all or any part of the accrued and unpaid compound interest on this Debenture in accordance with the provisions in the trust indenture hereinafter mentioned.

As interest on this Debenture becomes due (except interest payable at maturity or on redemption which shall be paid on presentation and surrender of this Debenture), the Company shall prior to the day on which such interest becomes due, forward or cause to be forwarded by prepaid post to the registered holder for the time being hereof, or, in the case of joint holders to such joint holder whose name appears first in

the register at his registered address, a cheque on the Company's bank for such interest (less any tax required to be deducted), payable to the order of such registered holder or in the case of joint holders to the order of all such holders (failing written instructions from them to the contrary) and negotiable at par.

Notwithstanding the foregoing, if the Company, as permitted by the trust indenture hereinafter mentioned, shall have entered into an agreement with the holder of this Debenture with respect to the place and manner of payment of principal and interest on this Debenture, then such payment shall be made as provided in the said agreement.

This Debenture is one of a series designated as Series 89-1 Class C Subordinated Debentures of the Company, issued under the provisions of a trust indenture (herein called the "Trust Indenture") formally dated September 15, 1988 and a supplemental trust indenture (herein called the "Sixth Supplemental Indenture") formally dated October 2, 1989, both made between the Company and The Royal Trust Company (hereinafter called the "Trustee") as trustee. By the Trust Indenture, the Company has created a security interest in and mortgaged, pledged, assigned and charged, as and by way of a first floating charge, to and in favour of the Trustee, its successors and assigns, all of its undertaking, property, rights and assets now owned or hereafter acquired by the Company, of whatsoever nature, kind or description and wherever situate. Reference is hereby made to the Trust Indenture, the Sixth Supplemental Indenture and all other indentures supplemental to the Trust Indenture for a description of the security created thereby, the terms and conditions upon which the Series 89-1 Class C Subordinated Debentures are issued or may be issued, secured and held, the nature and extent of the security, and the rights of the holders of such Debentures and of the Company and of the Trustee, all to the same effect as if the provisions of the Trust Indenture, the Sixth Supplemental Indenture and all other indentures supplemental to the Trust Indenture were herein set forth, to all of which provisions the holder of this Debenture, by acceptance hereof assents. Without limiting the generality of the foregoing, the holder of this Debenture, by acceptance hereof, acknowledges and assents to Section 9.19 of the Trust Indenture which limits the holder's recourse against any incorporator, shareholder, officer or director, past, present or future, of the Company and waives certain rights in relation to the payment of dividends by the Company and Section 16.06 of the Trust Indenture pursuant to which the holder agrees to certain non-disclosure restrictions.

The Series 89-1 Class C Subordinated Debentures, of which this is one, are limited to an aggregate principal amount of \$15,000,000 in lawful money of Canada and mature on October 1, 2013, are issuable only as fully registered debentures in denominations of a minimum of \$150,000 and no set multiples, and are issued only upon the terms and subject to the restrictions set out in the Trust Indenture and the Sixth Supplemental Indenture and all other indentures supplemental to the Trust Indenture.

The indebtedness payable in respect of or evidenced by this Debenture, including the principal thereof and interest thereon, shall be subordinate and junior in right of payment, to the extent and in the manner set forth in the Trust Indenture, to the prior payment in full of all indebtedness payable in respect of or evidenced by any Class A Debentures or Class B Debentures issued in accordance with the terms and conditions of the Trust Indenture and all indentures supplemental thereto, irrespective of their actual date or terms of issue, including the principal thereof and interest thereon.

After October 1, 2003, subject to the terms and conditions of the Trust Indenture, the holder of this Debenture shall have the right at its option to require the Company to retract this Debenture upon the terms and conditions of the Trust Indenture. The retraction price shall be equal to the principal amount of this Debenture plus any accrued and unpaid interest thereon to the date fixed for retraction.

If this Debenture is called for retraction and payment hereof fully provided for, interest shall cease to accrue hereon from the date specified for retraction, as provided in the Trust Indenture.

The Trust Indenture contains provisions for meetings of the holders of debentures issued by the Company in accordance with the Trust Indenture and for making binding upon all such holders resolutions passed at such meetings and instruments in writing signed by the holders of a specified percentage of certain specified classes of debentures, which resolutions and instruments may, among other things, sanction any change in the Trust Indenture or in the rights of any holders of debentures issued by the Company, all in accordance with the provisions of the Trust Indenture.

No transfer of this Debenture shall be valid unless made on one of the registers to be kept for that purpose at the principal office of the Trustee in the city of Toronto, and at such other place or places and/or by such other registrar or

registrars (if any) as the Company may from time to time designate, by the registered holder hereof or his executors, administrators or other legal representatives or his or their attorney duly appointed by an instrument in writing in form and execution satisfactory to the Trustee and upon compliance with such requirements as the Trustee and/or other registrar may prescribe, nor in the case where a new debenture is or debentures are issued upon such transfer, unless such transfer has been duly noted hereon by the Trustee and/or other registrar.

This Debenture shall not become obligatory for any purpose until it shall have been certified by or on behalf of the Trustee.

IN WITNESS WHEREOF this Debenture has been duly executed and the corporate seal of the Company affixed hereto.

Dated October 8, 1989.

SLX CANADA INC.

\_\_\_\_\_  
Name: Paul J. D. Miller  
Title: Director

c/s

\_\_\_\_\_  
Name: Bruce C. Barker  
Title: Director

(Form of Registration)

-----  
(No writing hereon except by the Trustee or other Registrar)  
-----

Date of Registry	In Whose Name Registered	Place of Registration	Signature of Registrar
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TRUSTEE'S CERTIFICATE

This Debenture is one of the Series 89-1 Class C Subordinated Debentures, due October 1, 2013, issued under the Sixth Supplemental Indenture within mentioned.

THE ROYAL TRUST COMPANY, TRUSTEE

By: \_\_\_\_\_  
Authorized Signatory

\* \* \*

DS ^ SIXTH:VWBANK

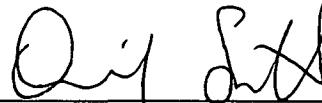
PROVINCE OF ONTARIO

CITY OF TORONTO

TO WIT:

) IN THE MATTER OF a sixth  
) supplemental trust indenture  
) dated October 2, 1989 between  
) SLX Canada Inc. and The Royal  
) Trust Company

On this 2nd day of October, 1989, before me personally appeared Bruce C. Barker to me personally known, who, being by me duly sworn, says that he is the Chairman and Secretary of SLX Canada Inc., that one of the seals affixed to the foregoing instrument is the seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, that he signed the said instrument on October 2, 1989 on behalf of said Corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.



\_\_\_\_\_  
Notary Public in and for the  
Province of Ontario

(Notarial Seal)

PROVINCE OF ONTARIO

CITY OF TORONTO

TO WIT:

) IN THE MATTER OF a sixth  
) supplemental trust indenture  
) dated October 2, 1989 between  
) SLX Canada Inc. and The Royal  
) Trust Company

On this 2nd day of October, 1989, before me personally appeared Chris J. Freeman to me personally known, who, being by me duly sworn, says that he is the Manager, Corporate Trust Services of The Royal Trust Company, that one of the seals affixed to the foregoing instrument is the seal of said Company, that said instrument was signed and sealed on behalf of said Company by authority of its Board of Directors, that he signed the said instrument on October 2, 1989 on behalf of said Company, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.



\_\_\_\_\_  
Notary Public in and for the  
Province of Ontario

(Notarial Seal)



C A N A D A	)	IN THE MATTER OF a sixth
	)	supplemental trust indenture
PROVINCE OF ONTARIO	)	dated October 2, 1989 between
	)	SLX Canada Inc. and The Royal
TO WIT:	)	Trust Company

I, Bruce C. Barker, of the City of Toronto, in the Municipality of Metropolitan Toronto, in the Province of Ontario, MAKE OATH AND SAY THAT:

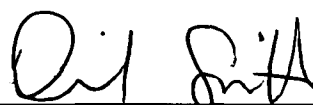
1. I am the Secretary and a director of SLX Canada Inc. (the "Company"), the mortgagor or assignor named in the foregoing sixth supplemental trust indenture (the "Sixth Supplemental Trust Indenture") and I am aware of all the circumstances connected with the Sixth Supplemental Trust Indenture and have a personal knowledge of the facts herein deposed to.

2. The Sixth Supplemental Trust Indenture was executed by the Company on the 2nd day of October, 1989.

SWORN BEFORE ME at the  
City of Toronto in the  
Province of Ontario this  
2nd day of October, 1989

)  
)  
)  
)  
)  
)  
)

  
\_\_\_\_\_  
Bruce C. Barker

  
\_\_\_\_\_  
A Notary Public in and for  
the Province of Ontario

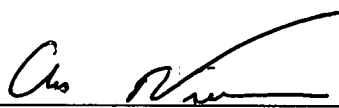
C A N A D A	)	IN THE MATTER OF a sixth
	)	supplemental trust indenture
PROVINCE OF ONTARIO	)	dated October 2, 1989 between
	)	SLX Canada Inc. and The Royal
TO WIT:	)	Trust Company

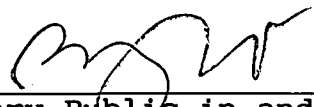
I, Chris J. Freeman, of the City of Oakville, in the Province of Ontario, MAKE OATH AND SAY:

1. That I am the Manager, Corporate Trust Services, of The Royal Trust Company (hereinafter called the "Trustee"), the Trustee named in the foregoing Sixth Supplemental Trust Indenture and I am aware of the circumstances connected with the transaction therein and have a personal knowledge of the facts hereinafter deposed to and have authority to make this affidavit on behalf of the Trustee.

2. That the said Sixth Supplemental Trust Indenture was executed in good faith and for the purpose of securing the payment of the Debentures referred to therein, and not for the mere purpose of protecting the chattels or book debts therein mentioned against the creditors of the mortgagor or assignor or preventing such creditors from obtaining payment of any claim against the mortgagor or assignor.

SWORN BEFORE ME at the  
City of Toronto in the  
Province of Ontario this  
2nd day of October, 1989

  
Chris J. Freeman

  
A Notary Public in and for  
the Province of Ontario

IN TESTIMONY WHEREOF, I, the said Notary Public, have hereunto set my hand and affixed my Notarial Seal, the day and year first above written.

  
A NOTARY PUBLIC IN AND FOR THE  
PROVINCE OF ONTARIO